

**CONTRACT PERIOD THROUGH OCTOBER 31, 2003**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ROAD GRADERS, 125 HP & TRADE-IN OF CATERPILLAR 120 HP GRADERS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 16, 2002** .

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

WP/cl  
Attach

Copy to: Clerk of the Board  
Jim Hutchinson, Equipment Services  
Sharon Tohtsoni, Materials Management

(Please remove Serial 97118-E from your contract notebooks)

**SPECIFICATIONS ON CALL FOR BIDS FOR: ROAD GRADER, 125 H.P., AND TRADE-IN OR OUTRIGHT SALE OF CATERPILLAR 120H GRADER (S)**

Quantity of material and delivery point: Three (3) or more **ROAD GRADER 125 H.P., AND TRADE-IN OR OUTRIGHT SALE OF CATERPILLAR 125H GRADER (S)** to be delivered to the Maricopa County Equipment Services Department, 3325 W. Durango, Phoenix, AZ., as covered by purchase order only.

**SPECIFICATIONS, MINIMUM:**

**1.0 GENERAL:**

The intent of this specification is to describe a **125 H.P. Road Grader**, in sufficient detail to secure bids for comparable equipment. Grader (s) will be used by the Maricopa County Department of Transportation for road maintenance and construction projects.

**SCOPE:**

The scope of the contract encompasses three (3) parts.

1. The purchase of one (1) or more Road Graders as described in the general and technical specifications.
2. Guaranteed maintenance for 7,000 hours or six (6) years, whichever event occurs first in time, as more fully described in detail elsewhere in these specifications.
3. Guaranteed Residual Value Agreement as fully described elsewhere in these specifications.

**2.0 TECHNICAL SPECIFICATIONS, MINIMUM:**

(VENDOR TO STATE COMPLIANCE OR DIVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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**2.1. WEIGHT:**

- 2.1.1 Total Machine – Min. 27,000 lb.
- 2.1.2 On Front Wheels – Min. 7,800 lb.
- 2.1.3 On Rear Wheels – Min. 19,000 lbs.

**2.2. ENGINE:**

- 2.2.1 Type – Diesel, four cycle, turbo-charged.
- 2.2.2 Gross Horsepower – Min. 125, with variable H.P. arrangement.
- 2.2.3 Displacement – Min. 5.9 L
- 2.2.4 Air Cleaner - Dry type, two stage with pre-cleaner, automatic dust ejector and service indicator.
- 2.2.5 Oil Filters - Full flow, spin-on type.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM: (continued)**

(VENDOR TO STATE COMPLIANCE OR DIVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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- 2.2.6 Exhaust - Vertical stack, cab height with rain cap or elbow.
- 2.2.7 Fuel Filter - Replaceable element.
- 2.2.8 Water Separator – Fuel system, manufacturer’s max.
- 2.2.9 Cooling - Manufacturer’s maximum, unit shall be capable of operating continuously at full capacity with ambient temperature at 122+°F.
- 2.2.10 Starting System - 24 volt, direct electric.
- 2.2.11 Engine Compartment Covers - Lockable
- 2.2.12 Requirements Criteria - Shall meet current and future low emissions standards for particulate and nitrogen oxide as per the U.S. Environmental Protection Agency.

2.3. INSTRUMENTATION/ELECTRONIC MONITORING SYSTEM:

- 2.3.1 “USE CAPABILITY” - Vendor shall Guarantee in writing, that the transmission/hydraulic systems WILL NOT OVERHEAT operating continuously at full capacity with ambient temperatures ranging from 10° to 125°F. If the unit proves to be incapable of operating satisfactorily in these conditions, vendor shall within two (2) working days supply a like size unit (delivered to the job site), capable of operating satisfactorily without overheating (at no cost to Maricopa County as long as the problem exists). If the overheating problem can not be corrected to the satisfaction of Maricopa County, vendor shall agree to redeem the road grader(s) at full purchase price (no exceptions). *A signed copy of the written guarantee shall be supplied with the bid, as an attachment.* REQUIRED

2.4. ELECTRICAL SYSTEM :

- 2.4.1 Volts - 24 volt
- 2.4.2 Batteries - Manufacturer’s maximum, shall be capable of cranking engine sufficiently for starting with ambient temperatures at 0°F.
- 2.4.3 Alternator - 75 amp.
- 2.4.4 Windshield Wipers/Washer - Electric, front & rear.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM: (continued)**

(VENDOR TO STATE COMPLIANCE OR DIVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.4.5 Turn Signal Lights - Two (2) each, front and rear, highly visible location.

2.4.6 Working Lights - Two (2) each, center and rear.

2.4.7 Headlights - Two (2) cab mounted, front.

2.4.8 Stop Lights - Two (2), highly visible rear location.

2.5. FRONT AXLE:

2.5.1 Oscillation Angle - 32°

2.5.2 Wheel Lean - 17.5° minimum, hydraulic actuated.

2.6. REAR AXLE, TANDEM:

2.6.1 Design - Full floating.

2.6.2 Oscillation - Approx. 15° forward, 25° reverse.

2.6.3 Differential - Lock/unlock.

2.7. HYDRAULIC SYSTEM:

2.7.1 Type - Load-Sensing priority pressure compensated.

2.7.2 Pump - Variable displacement with anti-drift valves.

2.7.3 Blade Float - Capability

2.7.4 Filtration - Full flow, 10 micron minimum.

2.7.5 Sealed - Complete system.

2.7.6 Controls - Low effort, short throw, direct acting.

2.7.7 Capability - Continuous operation at full capacity with ambient temperature of 122+°F.

2.8. BRAKES :

2.8.1 Type - Four wheel, adjustment free, sealed oil disc.

2.8.2 Actuation - Air or hydraulic. Shall be equipped with air dryer with air system.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM: (continued)**

(VENDOR TO STATE COMPLIANCE OR DIVIATION)

ITEM DESCRIPTION VENDOR PROPOSAL

2.8. BRAKES : (continued)

2.8.3 Parking - Manually actuated, spring applied, air or hydraulic released. Engaged brake shall neutralize transmission.

2.8.4 Requirements - Shall meet all SAE J1473 OCT. 90 and ISO 3450-1985 standards.

2.9. TIRES/WHEELS :

2.9.1 Tires - Seven (6) like, 1400-R24 RL2F, 1 Star SP radial tubeless tires, MICHELIN, XGLA2 non-directional or GOODYEAR equal.

2.9.2 Wheels - Seven (6) like, heavy duty 10" X 24" `rims.

2.9.3 Spare Assembly. - One (1).

2.10. BLADE ASSEMBLY:

2.10.1 Size - 12' x 24" x 3/4".

2.10.2 Side Shift - Hydraulic, to both sides.

2.10.3 Tilt - Capability

2.10.4 Bank Sloping - 90° right or left.

2.10.5 Cutting Edge - 8" x 0.75" with reversible overlay end bits.

2.10.6 Float - capability.

2.10.7 Accumulator - Blade lift.

2.11. CIRCLE DRIVE:

2.11.1 Heavy duty design, with shock protection for the circle draw bar assembly, circle drive and moldboard.

2.12. ROPS/FOPS CAB:

2.12.1 Type - All steel, fully enclosed, sound suppressed and pressurized.

2.12.2 Doors - Two, full opening, keyed alike.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM: (continued)**

(VENDOR TO STATE COMPLIANCE OR DIVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.12. ROPS/FOPS CAB: (continued)

2.12.3 Windows - Manufacturer's maximum, providing operator maximum visibility. Darkest legal tint per AZ. State Law, minimum five (5) year warranty on material and installation.

2.12.4 Seat Belts - Retractable, Federal approved.

2.12.5 Seat - Heavy duty cloth covered fully adjustable, suspension type.

2.12.6 Heater/Defroster - Manufacturer's maximum.

2.12.7 Air Conditioning - Manufacturer's maximum utilizing R134A refrigerant. (Roof mounted unit not acceptable).

2.12.8 Windshield Wipers/Washers - Front and rear.

2.12.9 Console - Adjustable

2.12.10 Steering Wheel - Tilt

2.12.11 Requirements Criteria – Shall meet all OSHA, MSHA as per ANSI/SAEJ1166 MAY90, and ROPS/FOPS as per, SAE J396, SAE J1040 JUN88, and ISO 3471-1986 and SAE J231 JAN 81 and ISO 3449-1984.

2.13. COLOR:

Manufacturer's standard.

2.14. VANDALISM PROTECTION GROUP:

Locking caps for hydraulic, radiator, fuel, crankcase, transmission and instrument panel guard and battery boxes with padlocks, like keyed.

2.15. SCARIFIER:

2.15.1 Type - Parallelogram

2.15.2 Actuated - Hydraulic

2.15.3 Location - Rear mount.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM: (continued)**

(VENDOR TO STATE COMPLIANCE OR DIVIATION)

ITEM DESCRIPTION VENDOR PROPOSAL

2.15. SCARIFIER(continued)

- 2.15.4 Working Width - 46" minimum.
- 2.15.5 Scarifier Shank Holders - Nine (11)
- 2.15.6 Shanks/Teeth/Tips - Complete set.
- 2.15.7 Requirement Criteria - Shall include all necessary hydraulics, controls and related equipment to make a fully functional unit.

2.16. SAFETY EQUIPMENT:

- 2.16.1 Placard - Slow moving vehicle placard shall be installed on rear of unit, in a highly visible location, without obstruction operator's rear view.
- 2.16.2 Non-slip Surfaces - All ladders, steps and walking areas shall be non-slip type.
- 2.16.3 Mirrors - Outside right and left, cab mounted, large fold back type.
- 2.16.4 Horn - Shall meet SAE J1105 SEP 89 standard.
- 2.16.5 Back-up Alarm - Shall meet SAE J994 Jun 80 standard.
- 2.16.6 Master Disconnect Switch - Shall be so equipped.
- 2.16.7 Over-Speed Protection - System shall be designed to prevent engine over-speed, damage to the drive train and loss of operator control (due to tire skid), should the operator unintentionally or intentionally downshift to low gears at a high rate of speed.
- 2.16.8 Beacon Light - One (1) WHELEN #S360DAP amber, multi-flash or TOMAR equal mounted on top rear of cab.

2.17. HIGH SPEED OIL CHANGE SYSTEM:

- 2.17.1 Grader shall be equipped with high-speed oil change system for engine, ~~transmission~~ and hydraulic oils. Drains to be fitted with quick couplers. (Caterpillar 1P7919 couplers & 959272 caps ) Drains shall be grouped together, centrally located for easy access. Drains shall be positioned inside a box type enclosure with lockable cover. Drain lines / hoses shall be routed and protected such that they are not exposed to damage.

2.0 **TECHNICAL SPECIFICATIONS, MINIMUM: (continued)**

(VENDOR TO STATE COMPLIANCE OR DIVIATION)

ITEM DESCRIPTION VENDOR PROPOSAL

2.18. HITCH:

2.18.1 Grader shall have a pintle hitch installed on the rear capable of towing 8000 lbs. (minimum).

2.19. FRONT AUXILIARY WEIGHT:

2.19.1 Any and all auxiliary weight necessary for operating under maximum working conditions shall be installed, (NO EXCEPTIONS). Grader front end must be weighted such that it does not lift to the point that the steering capability is effected

when operated under maximum working conditions. Pusher Plate or Pusher Plate Weight combination preferred. Wheel weights are not acceptable for this application.

2.20. GENERAL:

2.20.1 Grader shall be delivered equipped with all standard equipment as advertised, except where optional equipment has been specified.

2.20.2 Bidder shall furnish a list of frequently used parts that the County should stock, for maintenance support.

2.21 SUPPORTIVE SPECIFICATIONS:

2.21.1 WARRANTY:

One year parts and labor on total Grader. Extended three (3) year warranty on power train. It is understood that if repairs are necessary during the warranty period, the successful bidder will be required to perform said repairs F.O.B. machine location within Maricopa County at no charge to the county. In the event of major repairs, dealer has as his option the choice of transporting the machine to nearest service facility for repairs.

2.21.2 The cost of repairs, including parts and labor, made during the one (1) year full warranty period shall not be included on the Guaranteed Maximum Cost of Repairs.

2.21.3 Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.

2.22 BASIS OF AWARD:

2.22.1 Bids will be evaluated on the total of the cost of the Grader, the cost of the 7000 hours or six (6) year Guaranteed Maintenance and a Residual Value per machine purchased.

2.22.2 The County may accept Proposal #1.A., the low bid for the Grader and exclude both Guaranteed Maintenance and Guaranteed Residual Value; or



The County may accept Proposal #1.B., the low bid for the Graders including the 7000 hours or six (6) year Guaranteed Maintenance Program; or

The County may accept Proposal #1.C., the low bid for the Road Grader including the 7000 hours or six (6) year Guaranteed Maintenance and deducting the Guaranteed Residual Value Agreement Price.

The combination of any or all of above will be used to determine which is in the best interest of the County. Should the County exercise its Purchase Option under Proposal #1.B. or #1.C., the stated delivery date will apply.

2.23 GUARANTEED MAINTENANCE:

- 2.23.1 The successful bidder will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 7000 hours of operation as recorded by the engine hour-meter or six (6) years from date of delivery, whichever occurs first.
- 2.23.2 In determining whether the guaranteed total cost of repairs has been reached, the cost of warranty repairs (including parts and labor) made shall not be included.
- 2.23.3 In determining the Guaranteed Maximum Cost of Repairs, and in the enforcement of provision of the agreement, the following rules shall apply:
  - 2.23.3.1 In the event that the cost of repairs, including parts and labor, as computed by the County, is less than \$1000.00, the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.
- 2.23.4 In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. Present rate is \$61.00 per hour, increases not to exceed 10% per year. Parts shall be charged for at actual cost and shall be purchased from the authorized dealer for the original equipment manufacturer, if possible.
- 2.23.5 If the cost of repairs, including parts and labor, is in excess of \$1,000.00, as estimated by the County, the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.
- 2.23.6 Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to bidder, and the service department chosen must be agreeable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within three (3) days after completion of such repairs.
- 2.23.7 Should Delivery Of Repair Parts to the County or Maintenance Repairs Being Performed By Vendor not be completed within three (3) normal working days (Monday through Friday not to include major holidays), a daily charge of \$700.00 shall be assessed the vendor, for each working day over three (3) that the part is not delivered or the repairs are not complete. On the bidder's presentation in writing of verifiable information to the County that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made.
- 2.23.8 The successful bidder may avoid the penalty for non-delivery of parts or non-completed

**GUARANTEED MAINTENANCE: (continued)**

repairs by making available to Maricopa County at no cost, a unit of similar size and capacity, (delivered to the job sight) until Maricopa County's equipment is restored to service.

- 2.23.9 The successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available.

The County will make repair cost records available for examination in a timely manner.

- 2.23.10 The successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the Manufacturer's published list prices.

2.23.10.1 The successful bidder will be fully responsible for the total cost of repairs, parts and labor to the Motor Grader as follows:

- 2.23.11 Engine:

Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, anti-freeze and engine oil.

- 2.23.12 Transmission:

Transmission case and all internal parts including linkage and external lines, but excluding oil and filters.

- 2.23.13 Tandem Drive:

Tandem housing, axles, chains, sprockets, hubs, bearings and seals but excluding oil.

- 2.23.14 Brake System:

All internal brake components, operating linkage and exterior air lines.

- 2.23.15 Steering:

All steering controls, including articulation, valves, cylinders, pins and bearings, excluding oil.

- 2.23.16 Front Axle:

All axles, bearing and seals.

- 2.23.17 Controls:

All operating controls, moldboard and scarifier, including valves, cylinders, control linkage, but excluding oil and filters.

- 2.23.18 Mainframe:

Complete mainframe assembly.

**2.23 GUARANTEED MAINTENANCE: (continued)**

**2.23.19 Circle Assembly:**

Complete circle assembly including hydraulic cylinders, hydraulic drive components, moldboard shoes and supports, but excluding adjustments.

**2.23.20 Moldboard and Scarifier:**

Complete moldboard and ripper assemblies and blade lift accumulator, but excluding cutting edges, end bits, teeth and shanks.

**2.23.21 Cab:**

Complete cab assembly including heater, but excluding glass.

**2.23.22 Gauges and Instruments:**

All gauges and instruments.

**2.23.23 Warning Devices:**

All warning devices including backup alarms, but excluding strobe beacons and lights.

**2.23.24 Air Conditioning:**

Complete - excluding refrigerant.

**2.24 GUARANTEED RESIDUAL VALUE AGREEMENT:**

2.24.1 The bidder shall guarantee a residual value (trade-in allowance or a minimum bid at a public auction) at the expiration of 7000 hours or six (6) years whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value as used in this specification is defined as:

2.24.2 A guaranteed trade-in value should the County decide to purchase new equipment in a future bid call;

2.24.3 A minimum bid to be made by the bidder at public auction in the event the County elects to auction any or all of the machines;

2.24.4 The bid or public auction shall be held within 90 days after the expiration of the contract term of 7000 or six (6) years whichever occurs first.

2.24.5 The County reserves the right to retain the subject grader(s) and to waive the guarantee residual value provisions.

2.24.5.1 In the event equipment subject to the Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the damage is beyond repair and is considered a total loss because the cost of restitution then the bidder is released from his obligation relating to Guaranteed Residual Value.

**2.25 OBLIGATIONS OF THE COUNTY:**

- 2.25.1 The equipment purchased will be operated by County Personnel only, in County maintenance operations and other purposes for which the equipment is designed.
- 2.25.2 The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.
- 2.25.3 The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, anti-freeze, cutting edges, scarifier shanks and tips, batteries, lights, glass breakage, tires, cleaning and repainting, and other items normally consumed in day-to-day operation.
- 2.25.4 The County will maintain equipment in accordance with manufacturer's recommendations provided; however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

**2.26 CURRENT PRODUCTION MODELS:**

Maricopa County will accept bids only on new, current production models.

**2.27 OUTRIGHT SALE:**

The equipment offered for trade-in on "new equipment" is also offered for outright sale. Participants need not offer bids on the "new equipment" specified in this call for bids to offer a bid on the used equipment offered. All bids shall be "sealed bids" and be received at the location, day and time specified in this call for bids. The equipment offered for outright sale is offered in "as-is" condition and the County offers no warranty expressed or implied. The equipment will continue to be used by the County until "new equipment" specified in this call for bids is in place (60-120 days) and may be inspected by contacting either of these Equipment Services Agency, individuals: Jim Hutchinson (602) 506-4677, Rod Wasson (602-506-4675) or Gary Starkey (602) 506-4665.

The County reserves the right to accept or reject bids on this equipment at its option in the best interests of the County. The County at its option may accept any offer, which offers the County the greatest consideration.

The successful bidder (if any) will be notified in writing and shall make payment via certified check payable to the Maricopa County Treasurer within five (5) days of notification of the in-service date of the "new equipment", in the amount bid plus appropriate sales taxes. The successful bidder shall remove the equipment from County facilities within 10 days of notification of acceptance (payment) by the County.

**2.28 ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

**2.29 FACILITIES:**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

**2.30 TAX:**

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**2.31 VENDOR'S PROPOSAL COLUMN:**

Contractors are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in rejection of the bid. Contractor should state that it will comply or will not comply.

**2.32 DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within (120) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery. Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.

**2.33 STOCK:**

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

**2.34 INSTALLATION:**

The Contractor's price shall include delivery and setup in complete operating condition.

**2.35 ACCEPTANCE:**

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

**2.36 BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

**2.37 WAREHOUSE/DISTRIBUTION CENTER:**

The Contractor shall have access to a local warehouse/distribution center with the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

**2.38 TRADE-INS:**

Contractors are requested to submit prices on trade-in(s). Whether Materials will actually be traded is at the option of Maricopa County.

**2.39 MATERIALS MAINTENANCE:**

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

**2.40 FACTORY AUTHORIZED SERVICE AVAILABILITY**

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

**2.41 OPERATING MANUALS:**

One (1) each per unit ordered, operators, service and complete unit repair. Manuals shall be supplied with equipment, at the time of delivery at no additional cost to the County.

**2.42 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:**

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

**2.43 ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

**2.44 CONTRACTOR REVIEW OF DOCUMENTS:**

Contractor shall review its bid submission to assure the following requirements are met.

- 2.44.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.44.2 Vendor proposal column/section, MANDATORY
- 2.44.3 Pricing pages, MANDATORY
- 2.44.4 Copies of Catalogs/Pricing Documents (if required)
- 2.44.5 Literature, Technical and Descriptive, MANDATORY
- 2.44.6 Vendor Information, MANDATORY
- 2.44.7 Agreement page, MANDATORY
- 2.44.8 References, MANDATORY
- 2.44.9 Performance Bond, MANDATORY

**2.45 MODEL YEAR EQUIPMENT:**

The County will only accept bids offering current model year equipment/product.

2.46 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Consultant, in writing, of this new information.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.3 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.4 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.5 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications.

When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

**3.6 PRODUCT DISCONTINUANCE:**

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.6.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.6.2 Documentation that names the replacement product or model.
- 3.6.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.6.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.6.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**3.7 ORDERING AUTHORITY**

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.

**3.8 INDEMNIFICATION AND INSURANCE:**

**3.8.1 INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

**3.8.2 INSURANCE REQUIREMENTS.**

Contractor, at its own expense, shall purchase and maintain the herein stipulated



minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.8.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.8.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.8.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

### 3.8.3 CERTIFICATES OF INSURANCE.

3.8.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as

3.8.3.1 required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.8.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits

required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.8.4 OCCURRENCE BASIS.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.8.5 CANCELLATION AND EXPIRATION NOTICE.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 FAILURE TO EXECUTE:

Upon failure of the successful Contractor to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages to offset the cost to the County of conducting another invitation for bids. Contractor acknowledges that the County's loss as a result of the Contractor's failure to execute a contract would be difficult to determine, and that the value of the bid security is a fair and reasonable estimate of what those damages might be.

3.10 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond equal to the 20% of the full Contract amount, conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

Such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bond shall not be executed by an individual surety or sureties. The bond shall be made payable and acceptable to the Contracting Agency. The bond shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bond shall have attached thereto a certified copy of

the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.11 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.12 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.13 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454  
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor

due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

**4.2 ESCALATION:**

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**4.4 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

**4.5 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.7 OFFSET FOR DAMAGES;**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.8 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.9 SUBCONTRACTING:**

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**4.10 AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**4.11 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

**4.12 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

**4.13 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14     **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15     **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

**EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099**

PRICING SHEET C380503

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

Three (3) or more, **ROAD GRADER, 125 H.P., AND TRADE-IN OR OUTRIGHT SALE OF CATERPILLAR 120H GRADER (S)** in accordance with attached specifications:

Make of Equipment: Caterpillar  
Model Number: 120H  
Delivery (days ARO): 180 Days or less

Cutoff date for ordering any equipment offered on this contract (to include options) shall be specified: (12/27/02)

In addition to this invitation for bids (IFB), a blanket discount is required for parts and service that are not covered by warranty, for the length of the contract (no less than 120 days) at manufacturer's See note below %, Date of catalog: See note below, and labor rate See note below.

1. <b><u>PROPOSALS:</u></b>	<b><u>UNIT PRICE FOR ONE</u></b>
1.1 <b>PRICE OF (1) NEW ROAD GRADER:</b>	<u>\$ 148,512.00</u>
1.2 <b>PRICE OF (1) NEW ROAD GRADER:</b>	<u>\$ 148,512.00</u>
1.2.1 <u>Add Guaranteed Maximum Repair Cost:</u>	<u>\$ 4,400.00</u>
1.2.2 <u>Total Cost For Bid Comparison Purpose:</u>	<u>\$ 152,912.00</u>
1.3 <b>PRICE OF (1) NEW ROAD GRADER:</b>	<u>\$ 148,512.00</u>
1.3.1 <u>Add Guaranteed Maximum Repair Cost:</u>	<u>\$ 4,400.00</u>
1.3.2 <u>Deduct Minimum Ridsual Value:</u>	<u>\$ 92,000.00</u>
1.3.3 <u>Total Cost For Bid Comparison Purpose:</u>	<u>\$ 60,912.00</u>
2. <b><u>LIST PRICE:</u></b> Vendor shall state the published list price of Road Grader as detailed in these specifications.	<u>\$ 227,207.00</u>

Note: Caterpillar does not publish a parts catalog. Maricopa County receives the following discount on parts from Empire Machinery:



**EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099**

Motor grader cutting edges-50% off  
 Other ground engaging tools (G.E.T.)-10% off  
 Caterpillar filters-10% off  
 Abrasion resistant G.E.T.-20% off

Labor at Empire's prevailing rates

**3. TRADE-IN (OFFER)**

- |   |                     |
|---|---------------------|
| 3.1 Unit # 33 - 1998 CAT. 120H Road Grader, Serial 4MK00486 estimated hours not to exceed 7,000. (Minimum Offer Acceptable \$86,000.00) | <u>\$ 86,000.00</u> |
| 3.1 Unit # 36 - 1998 CAT. 120H Road Grader, Serial 4MK00497 estimated hours not to exceed 7,000. (Minimum Offer Acceptable \$86,000.00) | <u>\$ 86,000.00</u> |
| 3.1 Unit # 37 - 1998 CAT. 120H Road Grader, Serial 4MK00504 estimated hours not to exceed 7,000. (Minimum Offer Acceptable \$86,000.00) | <u>\$ 86,000.00</u> |

**4. OUTRIGHT PURCHASE (OFFER)**

- |   |                  |
|---|------------------|
| 3.1 Unit # 33 - 1998 CAT. 120H Road Grader, Serial 4MK00486 estimated hours not to exceed 7,000. (Minimum Offer Acceptable \$86,000.00) | <u>\$ NO BID</u> |
| 3.1 Unit # 36 - 1998 CAT. 120H Road Grader, Serial 4MK00497 estimated hours not to exceed 7,000. (Minimum Offer Acceptable \$86,000.00) | <u>\$ NO BID</u> |
| 3.1 Unit # 37 - 1998 CAT. 120H Road Grader, Serial 4MK00504 estimated hours not to exceed 7,000. (Minimum Offer Acceptable \$86,000.00) | <u>\$ NO BID</u> |

5. **AM/FM RADIO**: (Installed) \$ 825.00

6. **PUSHER PLATE**: \$ 1,952.00

NOTE: Pusher plate is not compatible or necessary with front scarifier attachment

**EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099**

	Price	Guaranteed Repair Cost		
Unit per bid specifications and terms ordered for 2003 delivery *see note below	\$ 152,967.00	\$ 5,400.00		
Unit per bid specifications and terms ordered for 2004 delivery *see note below	\$ 157,556.00	\$ 6,000.00		
Options (Substitutions, Additions & Deletions):			2002 Delivery	2003 Delivery
Substitute: 9" Single Piece Rims in lieu of included 10" Multi Piece Rims	Deduct	\$ 1,092.38	\$ 1,125.15	\$ 1,158.91
Substitute: High Profile Cab in lieu of Standard Low Profile	Add	\$ 1,003.00	\$ 1,033.09	\$ 1,064.08
Substitute: Open ROPS Canopy in lieu of EROPS Cab (full height)	Deduct	\$ 1,797.05	\$ 1,850.96	\$ 1,906.49
Substitute: Dual Inside Mirrors in lieu of Standard Wide Angle Mirror	Add	\$ 36.72	\$ 37.82	\$ 38.96
Additions: Opening Lower Front Windows	Add	\$ 727.60	\$ 749.43	\$ 771.91
Additions: Sliding Side Windows (LH & RH)	Add	\$ 635.80	\$ 654.87	\$ 674.52
Additions: Rear Window Pull Down Sunscreen	Add	\$ 255.00	\$ 262.65	\$ 270.53
Additions: Front Defroster Fan	Add	\$ 170.00	\$ 175.10	\$ 180.35
Additions: Rear Defroster Fan	Add	\$ 170.00	\$ 175.10	\$ 180.35
Additions: Speedometer/Tachometer	Add	\$ 462.40	\$ 476.27	\$ 490.56
Additions: Entertainment Radio Ready (5 amp 24V-12V Converter, 2 Speakers etc.)	Add	\$ 442.00	\$ 455.26	\$ 468.92
Additions: AM/FM Radio (Includes Ent. Radio Ready Package Above)	Add	\$ 825.00	\$ 849.75	\$ 875.24
Additions: 25 AMP 24V-12V Communications Converter	Add	\$ 513.40	\$ 528.80	\$ 544.67
Additions: Ether Starting Aid	Add	\$ 252.28	\$ 259.85	\$ 267.64
Additions: Secondary Steering	Add	\$ 2,794.80	\$ 2,878.64	\$ 2,965.00

**EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099**

Options (Substitutions, Additions & Deletions): (Continued)

Deletions:	Air Conditioner	Deduct	\$ 2,920.56	\$ 3,008.18	\$ 3,098.42
Deletions:	Variable Horsepower	Deduct	\$ 925.41	\$ 953.17	\$ 981.77
Deletions:	Air Dryer	Deduct	\$ 537.70	\$ 553.83	\$ 570.45
Deletions:	Blade Lift Accumulators	Deduct	\$2,164.95	\$2,229.90	\$2,296.80

Note: 2002 Delivery Orders must be ordered before 11/1/02, 2003 orders before 11/1/03 and 2004 orders before 11/1/04 to receive stated pricing for both complete machines and options.

Above prices do not include sales tax

TERMS:	NET 30
FEDERAL TAX ID NUMBER:	86-0894087
VENDOR NUMBER:	860894087 C
TELEPHONE NUMBER:	(480)898-4300
FAX NUMBER:	(480)633-4782
CONTACT PERSON:	CONTACT DEPT
E-MAIL ADDRESS:	<a href="mailto:RSCOTT@EMPIRE-CAT.COM">RSCOTT@EMPIRE-CAT.COM</a>
COMPANY WEB SITE:	<a href="http://WWW.EMPIRE-CAT.COM">WWW.EMPIRE-CAT.COM</a>
INSURANCE CERTIFICATE	YES
CONTRACT PERIOD:	TO COVER THE PERIOD ENDING OCTOBER 31, 2003